TERMS AND CONDITIONS

Rules and regulations related to the allocation of space and show display guidelines are those adopted by the NMMA Shows Committee and adopted with the permission of NMMA by IBEX, LLC for application to the IBEX Show. These rules are published in the booklet NMMA Shows Allocation Procedures and Display Guidelines**. These rules and guidelines, along with any later additions, corrections, or clarifications made by NMMA are a binding part of the Exhibitor Contract. A copy of this is included in the Exhibitor Service Manual and also on the Show Web site and upon request from IBEX, LLC.**

1. Eligible Exhibits: IBEX, LLC, "Show Management," reserves the right to determine the eligibility of any company or product for inclusion in the Show. No exhibitor shall exhibit or permit to be exhibited in the space allocated to him any merchandise other than that specified in his application.
(a) Exhibitor agrees to display only new, unused, marine-related products. Exhibitor will not display any products without the endorsement or approval of the manufacturer. Exhibitor represents that it has the full authority and all approvals necessary to display and sell its products at this show.
(b) Exhibitor agrees that Show Management may remove any exhibits that it determines are of a disruptive, objectionable, or inappropriate nature.
(c) Exhibits must be staffed during all show hours.
(d) Exhibitors arriving for set-up after their scheduled installation time can be relocated to any location specified by Show Management; or, if no alternative is available, Exhibitor may be required to forfeit its show participation rights.

2. Limitations of Liability and Indemnification: Exhibitor, without regard to assignment, lease, distributor, or manufacturer's representative occupancy, shall indemnify, defend, and hold harmless IBEX, LLC, National Marine Manufacturers Association, Inc., WoodenBoat Publications, and Kentucky Exposition Center (KEC)/Louisville, KY, and their respective members, officers, directors, managers, agents, and employees ("Indemnified Parties") from and against all losses, claims, liability, damage, actions, judgements, costs or expenses (including, but not limited to, attorney's fees and costs) brought against, recovered from, or assessed against Indemnified Parties (i) from the breach of any representation or covenant set forth herein; (ii) for any injury or death of any person(s), or any loss, through theft or otherwise, of, or damage to, property arising in any way in connection with the use and enjoyment by Exhibitor, or any other person or entity, with the permission, express or implied, of Exhibitor of the Show, space, or hall; (iii) arising from the use of equipment, devices furnished to or used by Exhibitor, or other persons in connection with the Show, or the use of the space; (iv) arising out of the use of the exhibition premises. Such indemnification shall not apply if damage or injury results solely from the gross negligence or willful misconduct of the Indemnified Parties.
(a) Each party agrees that the federal and state courts sitting in Chicago, IL, have exclusive jurisdiction to hear and to determine all claims and disputes between the parties arising out of this agreement. Exhibitor waives any objection based upon lack or personal jurisdiction, improper venue, or forum non conveniens. Each party hereby waives its right to a jury trial in the event of any such litigation. Neither party shall have any liability for punitive, incidental, or consequential damages, including, but not limited to, loss of profit, revenue, or enterprise value, as a result of a breach of this agreement, tort, or otherwise, to the full extent as may be disclaimed by law.

3. Building Regulations: The rules and regulations promulgated and in effect from time to time governing use and occupancy of the exhibit facility are incorporated by this reference herein for all purposes. Without limiting the forgoing, it is understood that the exhibitor shall neither injure nor mar, nor in any manner deface the premises. Exhibitor will not be permitted to drive nails, hooks, tacks, or screws into any part of the building, or put up decorations or adhesive that would deface the premises. Also, no signs may be placed on any structure of the building.

4. Display Characteristics: Dimensions of all exhibit areas are believed to be accurately stated on the floor plans, but Management shall have no responsibility for any discrepancies or errors. Facility lighting may not illuminate all areas evenly and effectively, and Show Management assumes no responsibility for providing additional lighting. If available, Exhibitor may order additional lighting at its expense (see Exhibitor Service Manual). Show Management assumes no responsibility for temperature levels during set-up, exhibit, or take-down periods. All booth arrangements shall conform in all respects to the dimensional and height requirements as indicated in the Exhibitor Service Manual.
(a) Distribution of samples and printed matter of any kind and any promotional material is restricted to the confines of the exhibit booth. The exhibitor shall design and maintain the exhibit in conformity with the general theme and tenor of the Show and shall keep said exhibit presentable at all times. No signs or advertising devices shall be displayed outside of exhibit spaces other than those furnished by Show Management. Exhibitor shall arrange its exhibit so as not to obscure or prejudice adjacent exhibits.
(b) Please refer to the NMMA Display Guidelines for information on the installation, construction, and character of exhibits.

5. Dismantling of Exhibits: It is expressively forbidden for Exhibitor to dismantle or pack any portion of its exhibit booth prior to the official closing of the Show. All exhibits, samples, and other merchandise must be removed from the facility by Exhibitor according to the move-out schedule published in the Exhibitor Service Manual. Exhibitors who do not comply with these regulations may not be offered renewal of their spaces in the following year's show.

6. Objectionable Activity: The use of devices for mechanical reproduction of sound or music is permitted, but must be controlled. Sound of any kind must not be projected outside of the exhibit booth. Any photos, products, or other materials that could be found objectionable by the general public may not be openly displayed in exhibit booths. Exhibitors are prohibited from taking any type of photograph or videotape of the exhibition without the consent of Show Management. Unauthorized use of photography equipment or videotape equipment is subject to confiscation by Show Management.

7. Rejected Displays: Exhibitor agrees that its exhibit shall be admitted and shall remain from day to day solely on strict compliance with the rules herein laid down and those outlined in the Exhibitor Service Manual. Show Management reserves the right to reject, to eject, or to prohibit any exhibit in whole or in part, or any exhibitor or his representatives, with or without given cause. If cause is not given, liability shall not exceed the return to the exhibitor of the amount of rental unearned at the time of the ejection. If an exhibitor or an exhibit is ejected for violation of these rules or for any other reason, no return of rental shall be made.

8. Insurance: IBEX, LLC and the Indemnified Parties shall not be responsible for any loss or damage to any property of the Exhibitor for any reason, including theft, unless such loss or damage is caused solely by the gross negligence of IBEX, LLC, or its employees or agents. Exhibitor is required to follow and use all of the security arrangements made by IBEX, LLC for property and valuables when the Show is not open.
a) In addition, Exhibitor is required to provide, and keep in force during the Show period, including move-in and moveout periods, the following insurance coverage:
(i) Worker's compensation and employer's liability insurance covering its employees in the state in which the show is being held, in accordance with the statutes, rules, and regulations promulgated by that state's governing authorities.
(ii) Comprehensive general liability insurance, including blanket contractual liability insurance naming IBEX, LLC as an additional insured, with limits of $1,000,000 combined single limit for bodily injury and property damage, or commercial general liability insurance naming IBEX, LLC as an additional insured with limits not less than $2,000,000 general aggregate, $1,000,000 products-completed operations aggregate, $1,000,000 personal and advertising injury limit, and $1,000,000 each occurrence limit.
(iii) All-risk property insurance covering all of Exhibitor's property brought into or used in connection with the Show, including the move-in and move-out periods, with insurance coverage to be set forth in an insurance policy that includes (A) a waiver of subrogation against IBEX, LLC, its members, managers, officers, employees and agents; and (B) limits of liability providing minimum coverage (with no deduction or participation provisions) of not less than the full replacement cost of the property lost or damaged.
b) Certificates of insurance shall be furnished as soon as possible to Show Management, if requested by Show Management, prior to or following the Show.
c) Exhibitor understands that neither IBEX, LLC, Show Contractors, nor the Kentucky Exposition Center (KEC)/Louisville, KY maintains insurance covering Exhibitor's property, and it is the sole responsibility of Exhibitor to obtain such insurance.

9. Labor: Exhibitor hereby agrees to use qualified and approved labor at all times while in the facility, and to abide by all agreements made between the facility, the Unions (if applicable), and Show Management.

10. The Use of Exhibitor-Appointed Show Contractors: Show Management shall require written notification from any exhibitor using the services of a company other than the official contractor. Please refer to section four of your Exhibitor Service Manual. This notification should include the name and address of the contractor, name of the supervisor to be in attendance, a certificate of insurance, and a statement that the contractor will comply with all rules and regulations of the exhibition including observance of local labor rules. This information should be provided to Management at least 30 days in advance of the first day of move-in. Show Management assumes no responsibility for failure of performance by a contractor or subcontractor or their employees, or for their conduct or that of their employees.

11. Exhibit Logistics: Detailed information, in the form of an Exhibitor Service Manual, will be provided to exhibitors who are current according to the stated payment schedule. The manual will contain information regarding shipment, labor, electrical services, rental items, exhibit hours, etc. Service order forms for all available services also will be included and should be returned promptly. The Exhibitor Service Manual will be available online on the Show Web site.

12. Payment for Space: Exhibitor must be paid in full before it is allowed to move into the Show. (All other accounts with IBEX, LLC, NMMA, *Professional BoatBuilder* magazine, and *WoodenBoat* magazine must also be current.) NMMA member rates apply only to space occupied by the member's own products.
a) NMMA members must be in good standing at the dues-payment deadline date published on the reverse side in order to receive the member discount. "First-time members" joining NMMA before the Show, but after the deadline, will receive the full member rate.
b) Exhibitors who fail to make space payments in accordance with the terms on the reverse side will not be considered for space increases, location changes, or upgrades of any kind, and they are subject to cancellation without refund.

13. Cancellation Policy: Exhibitor may cancel his reserved space assignment by written notice to IBEX, LLC, effective upon IBEX, LLC's receipt of such written notice. If Exhibitor fails to make payments due hereunder on the date or dates specified, then IBEX, LLC may cancel this agreement or change Exhibitor's space assignment, at IBEX, LLC's sole discretion and without further notice. IBEX, LLC may close an exhibit and cancel this agreement at any time for failure of Exhibitor or any of its officers, agents, employees, or other representatives to perform, observe, or comply with any term or condition set forth herein or stipulated in the Exhibitor Service Manual. In such event, IBEX, LLC may immediately remove Exhibitor's display at the Exhibitor's sole expense if Exhibitor fails to do so, and IBEX, LLC may relet the space to others. If a reserved space assignment is canceled, voluntarily or involuntarily, for any reason, or if Exhibitor for any reason shall be unable to exhibit at the Show, Exhibitor shall not be entitled to a refund of any portion of exhibit fees paid and shall be liable for all exhibit fees accrued and unpaid to the effective date of cancellation or termination.
a) For all exhibitors requesting a space reduction, IBEX, LLC reserves the right to relocate the exhibit or reconfigure it as determined by IBEX, LLC.

14. Official Show Directory: All exhibitors shall cause to be listed in the official directory of the Show all lines of merchandise to be exhibited in their exhibit space. It is the exhibitor's responsibility to meet all deadlines related to the directory.

15. Attendance: Show Management shall have sole control over attendance policies at all times. No children under age eighteen—including infants—will be admitted.

16. Subleasing/Sharing: Assignment (in whole or in part), subletting, or licensing of space by Exhibitor, or use of the space not authorized in writing by Show Management is prohibited. The sharing of an exhibit booth by two or more companies is not permitted.

17. Electrical Work: No wiring, installation of spotlights, or other electrical work shall be done except by the electrical contractor authorized by Show Management or the facility.

18. Fire and Safety Laws: Federal, state, and city laws must be strictly observed. No exhibitor shall use any flammable decorations or coverings; and all fabrics or other material used for decoration or covering of tables or risers shall be flameproof. No decorations of paper, pine boughs, leafy decorations, or tree branches are allowed. Storage of flammable materials in Exhibitor's booth or behind the exhibitor truck wall is strictly forbidden. Exhibitor will be responsible to abide by city fire and safety codes that may be in effect. Smoking is prohibited on the Show floor, except as allowed in specially designated smoking areas throughout the exhibit hall. Aisle and fire exits cannot be blocked by exhibits.

19. Transfers: Transfers of monies from one show to another are ordinarily prohibited. However, if a transfer is approved—in writing by Show Management—a transfer fee shall be imposed.

20. Force Majeure: In case of cancellation of the exhibition or due to unavailability of the exhibit space for the specified uses due to war, threat or acts of terrorism, governmental action or order, act of God, fire, strike, infectious disease, labor disputes, or any other causes beyond Show Management's control, this agreement shall terminate, and Exhibitor shall be entitled to the return of the rental fee for the exhibit space, less the pro rata share allocable to the exhibit space of the expenses incurred by Show Management in connection with the exhibition. In case of cancellation by Show Management for any other reason, or a change in the place or date of the exhibition, which is unsatisfactory to Exhibitor, Exhibitor shall be entitled to return of sums paid for the exhibit space. Refund of the rental fees, as provided in this section, shall be the exclusive remedy of Exhibitor against Show Management in the event the exhibition is canceled or rescheduled or the exhibit space is unavailable for use.

21. Show Location: If for any reason, Show Management determines that the location of the Show should be changed, or the dates of the Show should be changed, no refund will be due Exhibitor; but Show Management shall assign to Exhibitor, in lieu of the original space, such other space as Show Management deems appropriate; and Exhibitor agrees to use such space under the terms of this agreement. Show Management shall not be financially liable or otherwise obligated in the event the Show is postponed or relocated.

22. Copyrighted Materials: Exhibitor acknowledges and agrees that it shall be solely responsible for obtaining any licenses, permits, etc., that may be required for it to broadcast, perform, or display any copyrighted materials including, but not limited to, music, video, and software. Exhibitor shall indemnify, defend, and hold harmless IBEX, LLC, its members, managers, directors, officers, employees, and agents, and each of them from and against any and all claims and expenses, including attorneys fees and costs, arising out of, or related to, Exhibitor's breach of this provision.

23. Use of Aisles and Common Areas: The aisles, passageways, space behind exhibit booths, and overhead spaces remain strictly under the control of Show Management; and no signs, decorations, banners, advertising matter, products, trash or other, or special exhibits will be permitted outside the confines of Exhibitor's booth except by special written permission of Show Management. Uniform attendants, models, and other employees must remain within the booths occupied by their employers. Any and all advertising distribution must be made from Exhibitor's booth space.

24. Taxes and Licenses: Exhibitor shall be responsible for obtaining any licenses, permits, or approvals required under local, state, or federal law applicable to its activity at the exhibition. Exhibitor shall be responsible for obtaining any tax identification numbers and paying all taxes, license fees, or other charges that shall become due to any governmental authority in connection with its activities at the exhibition.

25. Amendments to the Rules: Show Management has full power in the interpretation and enforcement of all terms and conditions, and full power to establish other rules and regulations considered necessary for the proper conduct of the Show.
a) Exhibitor agrees to comply with such terms and conditions. Exhibitor's failure to comply with such items, rules, and regulations shall entitle IBEX, LLC to terminate its obligations under this contract, and to remove Exhibitor from the Show, or to shut down or to darken Exhibitor's space.
b) Exhibitor agrees to comply with all pertinent laws, codes, and regulations of municipal or other authorities that affect the Show space.
c) No failure by IBEX, LLC to enforce, or any delay in the enforcement of, any rights or power by IBEX, LLC shall impair any right, power, or remedy that IBEX, LLC may have under this contract.